

# **CHATHAM MUNICIPAL AIRPORT**

Minimum Standards and Requirements

AERONAUTICAL ACTIVITIES

The Chatham Airport Commission

FBO REVIEW AND ADDITIONS

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## ARTICLE 1: STATEMENT OF PURPOSE

~~The Chatham Airport Commission (hereafter the Commission) of Chatham, Massachusetts, in order to ensure the safety of operations, and the quality and adequacy of aeronautically related services offered for the benefit of the public at large, and to preserve the economic stability of the Chatham Municipal Airport (hereafter the Airport) and related operations, and to foster the orderly development of aeronautical activities in response to the needs of the community, and to ensure fair and equitable treatment of all persons or parties using the Airport or its facilities or engaging in commercial and non-profit aeronautical operations, does hereby promulgate and adopt these Rules of Conduct and Minimum Standards and Requirements for Commercial and other Aeronautical Operations at the Airport.~~

The Chatham Airport Commission (hereafter the Commission) of Chatham, Massachusetts **adopts these Minimum Standards to foster, encourage, promote and develop general aviation and related aeronautical activities at the Chatham Municipal Airport, while promoting safety in all activities, enhancing the availability of high quality services for Airport users and promoting the orderly development of Airport property. In promulgating these Minimum Standards, the Airport will provide a fair and reasonable opportunity without creating an exclusive right or unjust economic discrimination to any potential operators to qualify or otherwise compete for available Airport facilities and the furnishing of selected aeronautical activities. These Minimum Standards will be administered by the Airport Commission or its designee**

## ARTICLE 2: DEFINITIONS

Wherever used in this document, the terms set forth herein below shall have the meanings assigned as follows:

### **1. Airport**

Airport shall mean all of the land, interests in land, easements, improvements, development, roadways taxiways, runways, aprons, lighting, buildings, structures, motor vehicle parking areas, utilities and facilities owned by the Town of Chatham and controlled, operated and maintained by the Chatham Airport Commission.

### **2. Commission**

Commission shall mean the Chatham Airport Commission created by a vote of the Town of Chatham and appointed by the Selectman to maintain and operate the airport, and including such statutory powers created by Massachusetts General Law, Chapter 90.

### **3. Airport Manager**

Airport Manager shall mean the Chatham Municipal Airport Manager duly authorized and appointed by the Commission and charged with the duty to administer, protect, control and supervise the operation and maintenance of the airport, and supervise the other employees assigned to perform functions necessary or desirable for such operation and maintenance.

### **~~4. Quadrant Manager~~**

~~Quadrant Manager shall mean the individual appointed by the entity that holds the lease on a quadrant. The quadrant manager must be approved by the Airport Commission. The quadrant manager shall have the duties and responsibilities defined in the quadrant lease.~~

### **5. Fixed Base Operator**

Fixed Base Operator shall mean a person, association of persons, firm, corporation, or entity selling goods and products on the airport related to any aeronautical activity, or in any way involved, incidental to, or affecting the operation, maintenance, and use of aircraft, including repair, maintenance and sale of avionic products, electronic equipment or materials, which are related to aircraft operation or use; including the storage of aircraft.

### **6. Airport Tenant**

Airport Tenant shall mean a person, association of persons, firm, corporation, or other legal entity, using and occupying space on the airport for other than a fixed base operation.

### **7. Ground Vehicles**

Ground Vehicle shall mean any type of man powered or motor propelled or power operated equipment primarily intended or used for the transportation of people or property on the surface of the airport.

For all other words or terms having any aeronautical usage, the definitions set forth in the regulations promulgated by Federal Aviation Administration, or its successor organization, are hereby incorporated by reference and adopted.

### **8. Aircraft Charter and Air Taxi**

An aircraft charter and an air taxi operator is a person or persons, firm, or corporation engaged in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis (Commercial Operation) or as an air taxi operator, as defined in the Federal Aviation Act.

### **9. Aircraft Rental or Sales**

An aircraft rental or sales operator is a person or persons, firm or corporation engaged in the rental or sale of new or used aircraft through franchises, licensed dealerships or distributorships (either on a

retail or wholesale basis), or otherwise; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by the operator.

#### **10. Flying Club**

Flying Club shall mean any association of persons, firm, corporation, or other legal entity, organized for the purpose of owning any aircraft, intending to foster interest in aeronautics and to exchange or share mutual social and educational experiences, and to provide mutual benefit from the aircraft ownership, all for non-profit purposes.

#### **11. Flight Instruction and Ground Training**

A flight training operator is a person or persons, firm, or corporation engaged in instructing individuals' flight training, in fixed wing aircraft; and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

#### **12. Airframe and Powerplant Repair Facilities**

An aircraft engine and airframe maintenance and repair operator is a person or persons, firm or corporation providing one or a combination of airframe and power plant repair service, but, with at least one person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed. This category of aeronautical service shall also include the sale of aircraft parts and accessories, but as such is not granted any exclusive rights.

#### **13. Radio, Instrument, or Aircraft Accessories Repair Station**

A radio, instrument, or aircraft accessories repair station operator is a person or persons, firm or corporation engaged in the business of providing a shop for the repair of aircraft radios, propellers, instruments ' and accessories for general aviation aircraft. This category shall include the sale of new or used aircraft radios, propellers, instruments, and accessories, but as such is not granted any exclusive rights. The operator must have at least one person certified with the FAA ratings appropriate for the work being performed.

#### **14. Specialized Commercial Flying Services**

A specialized commercial flying services operator is a person or persons, firm, or corporation engaged in air transportation for the purpose of providing the use of aircraft for activities listed below:

- Nonstop sightseeing flights that begin and end at the same airport;
- Seeding, spraying and bird chasing;
- Banner towing and aerial advertising;
- Parachuting operations, including instruction and ground school;
- Firefighting;

- [Law enforcement](#)
- [Air ambulance](#)
- [Aerial Photography, Mapping and Survey](#)
- Power line or pipe line patrol;
- Any other commercial flying operations specifically excluded from Part 135 of the Federal Aviation Regulations.

## **15. Agreement**

Shall mean a written agreement, including a lease, between a lessee and the Airport Commission, or a written agreement, including a sublease, between a lessee and the airport lease holder. The term shall include all amendments to such agreement, lease or sublease.

## **ARTICLE 3: APPLICATION**

### **1. Home Rule Charter**

The [Airport](#) Commission shall have the care, custody, and responsibility for the management of the Airport. It shall be the duty of the [Airport](#) Commission to maintain and operate the Airport and navigation facilities in a manner that is both profitable and responsive to the needs of the community. The [Airport](#) Commission shall exercise all the powers and duties of Airport Commissions under the General Laws of the Commonwealth of Massachusetts, subject to the other provisions of the Home Rule Charter of the Town of Chatham, Massachusetts (hereafter the Town).

### **2. Application of Standards**

No person, firm, or corporation shall enter into the conduct of commercial aeronautical or non-profit aeronautical club activities or operations without the express written consent of the Commission. Authorization to engage in such activities may be granted only by written agreement between the Town through its duly appointed Commission and the operator of the aeronautical activity. Permission shall be contingent upon agreement by the operator to conduct the activity in total compliance with these Standards and the Flight Rules and Regulations for Aeronautical Operations at the Airport.

### **3. Waiver of Standards**

The Commission reserves the right to waive part or all of these Standards if, in the judgment of the Commission, such waiver is essential to continued or improved general aviation operations or economic stability at the Airport and will benefit the general aviation, public or the community at large, and provided that any such waiver is administered on a fair and impartial and non-discriminatory basis following properly administered public hearing and discussion.

#### **4. Additional Requirements**

The terms and provisions set forth in these Standards are established as minimum requirements only. The Commission reserves the right to impose additional requirements when, in the judgment of the Commission, circumstances and conditions dictate additional requirements in order to preserve the safety of operations and economic stability at the Airport or to protect the interests and wellbeing of the general and aviation public, provided that such additional requirements are imposed on a fair and impartial and non-discriminatory basis following properly administered public hearing and discussion.

#### **5. Review and Revision**

The Commission shall be required to review the content and applicability of these Standards from time to time and shall issue revisions or amendments as necessary in order to serve the needs and protect the interests of the general aviation public and the community at large. Revisions or amendments shall become effective when adopted and promulgated, or as directed in the revision of amendment.

#### **6. Precedence of Agreements**

##### **A. National and State**

Agreements between the Commission, acting for the Town in execution of its assigned duties, and parties engaging in commercial or non-profit organization aeronautical operations shall be subordinate to the terms and conditions of any existing or future agreements between the Town and the United States of America, or between the Town and the Commonwealth of Massachusetts, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development or maintenance of the Airport.

##### **B. War or National Emergency**

During time of war or national emergency or disaster, the Commission shall maintain the right to suspend any agreements insofar as they are inconsistent with the military, naval, or other requirements of the United States of America or the Commonwealth of Massachusetts; and enter into agreement with the government of the United States of America or the Commonwealth of Massachusetts, as provided in Article 2, Paragraph 6A of these Standards, without penalty to the Town or its designated agent.

##### **C. Prior Agreements**

In the event that the terms or provisions of these Standards, as issued, revised, or amended are contradictory to the terms and conditions of an unexpired agreement between the Town and operator, then the terms and conditions of such agreement shall govern all parties to the agreement and compliance with the standard or amendment shall not be mandatory until expiration of the

agreement then in effect. Agreements in effect at the time of adoption of these Standards or amendments to these Standards shall not be granted extension without waiver, whenever such extension would cause to perpetuate non-compliance or inconsistency with the provisions of these Standards as issued, revised, or amended.

The conduct of any business activity on the airport shall be subject to the prior approval of the Commission.

## **7. Airport Maintenance**

The Commission reserves the right to maintain and keep in good repair all landing areas, taxiways and other publicly owned facilities at the Airport, together with the right to direct and control activities of all lessees in this regard. The Commission may, by written mutual agreement with a lessee, assign certain maintenance or management responsibilities to said lessee in lieu of rental payments or other compensation as shall be set forth in a lease agreement or contract; however, no such assignment shall be construed to confer on the assignee, any special operating or other exclusive rights at the airport regardless of activity or service performed, and the amount of such reduced compensation shall not exceed the cost or reasonable expectation of the cost be incurred by the lessee to perform the specified activity or service. Lessees who perform such services or activities shall be required to accurately record all operating costs associated with that activity or service and such reduced compensation shall be adjusted not less than annually following commencement of the activity or service.

## **8. Improvements to Property Used in Common**

The Commission shall maintain the right to develop or improve landing areas, taxiways or other public facilities at the Airport used in common by all lessees, operators or other parties, solely at its own discretion for the benefit of the general and aviation public, regardless of the needs, desires, or views of lessees, operators and other users. In the event that such developments or improvements are funded in whole by lessees through direct contribution to the Town for said improvement or development, then the Commission shall approve and administer said project in accordance with the agreement by all contributing parties on the scope and definition of the development or improvement. The Commission may, at its discretion, solicit federal and state assistance for qualified projects in accordance with required procedures. Contributions by lessees or operators for improvements to property used in common shall not be construed to confer any special or exclusive operating right or other privilege at the Airport.

## **9. Airport Obstructions and Hazards**

The Commission shall have the right to take any action it considers necessary to protect the aerial approaches to the Airport and prevent or eliminate any other hazard, together with the right to prohibit the construction of any building or implementation of an activity, which, in the opinion of the



Commission, would limit the usefulness of the Airport or constitute a hazard to aeronautical operations or other users of the Airport.

#### **ARTICLE 4: CONDUCT OF THE PUBLIC ON THE AIRPORT**

##### **1. Trespass**

- A. No person shall walk or operate a ground vehicle on any runway, taxiway or aircraft apron, unless authorized by the Commission or Manager.
- B. No person shall trespass, use or occupy any area of the airport for any purpose whatsoever, except as may be authorized by law, by the Commission or Manager.
- C. No person shall climb, jump or in any way traverse any fence to gain access or ingress to the airport.
- D. Any person visiting the airport for the purposes of transacting business with the Commission, its agents, any fixed base operator, or tenant shall exercise the highest degree of care in any area where aircraft are or may be operating.

##### **2. Public Access**

- A. The general public may have access only to the ~~access road~~path leading to the administration building, ~~the motor vehicle parking area,~~ the parking lot ~~viewing area and viewing area~~ to the rear of the administration building, ~~and~~ the first floor public area of the administration building and courtyard. All other areas of the airport are deemed off-limits and unauthorized areas to the general public.
- B. The Commission or Manager may revoke such access from any member of the general public, when in the judgment of the Commission or Manager, the conduct of any such member of the general public is deemed a hindrance to the safe or orderly operation of the airport, and may cause such person to be removed from the airport.

##### **3. Parking**

Overnight parking of motor vehicles is prohibited, except with the express permission of the ~~Quadrant,~~ Airport Manager or Commission. Storage of any equipment, boats, trucks, or material, in any area to which the public may have access is also prohibited.

##### **4. Solicitation**

Solicitation of any kind, posting of bills, display of circulars, brochures or printed material, which sponsor or advertise any cause, individual or group are prohibited, unless requested in advance in writing and approved by the Commission or Manager. Any unauthorized posting, display or

distribution shall be subject to immediate removal and discard by the Manager, without recourse. Aircraft or aeronautical equipment for sale or wanted may be posted on the bulletin board in the Administration building lobby as space permits.

## ARTICLE 5: ~~CONDUCT AND~~ REQUIREMENTS OF AERONAUTICAL USERS

### 1. General MINIMUM STANDARDS

The following criteria are set forth in these Minimum Standards for an Operator engaging in one or more operations at the Airport.

An Operator who is based at the Chatham Airport will be subject to applicable federal, state and local laws, codes, ordinances and other jurisdictional regulatory measures including all applicable Town and Airport policies, procedures, directives, rules and regulations.

Information regarding rentals, fees and charges will be made available to the prospective Operator by the Airport manager.

The Airport recognizes that certain Operators are presently conducting business on the Airport at the time of the enactment of these Minimum Standards that may occupy facilities, or be conducting certain operations, not in compliance with these Minimum Standards. Such facilities or operations will be governed by the existing Agreement provisions, and may be continued or extended by agreement at the airport commission sole discretion. However, in no event may a nonconforming use be transferred through sale or assignment.

- A. Except as may be authorized by law, any use of the aeronautical areas of the airport, runways, taxiways, aircraft parking areas and ramp areas of the airport is prohibited, unless in the strict conformance with the requirements of the Commission and as published herein.
- B. All aeronautical activities at the airport shall at all times be conducted with due consideration to the safety of all airport users, other persons, and property located at or about the airport
- C. Except as may be specifically designated elsewhere in these regulations, no off-site ("through the fence") ~~airframe~~~~craft~~ or power plant mechanics are authorized to enter the airport for the purpose of performing repair or maintenance on any aircraft on the airport.
- D. Aeronautical users of the airport, including tenants, and tenants with non-aeronautical use privileges, shall not utilize the premises for any purpose, except as specifically authorized in this document or by the Commission.
- E. Storage of equipment, boats, non-aeronautical vehicles and non-aeronautical material is expressly prohibited, unless approved by the ~~quadrant~~~~airport~~ manager or commission, and is

necessary and incidental for the conduct of any authorized use. Abuse of this privilege by an individual could result full prohibition.

- ~~F. All based aircraft are required to register their aircraft, annually, with the Massachusetts Aeronautics Commission.~~ (already required by MASS DOT and/or FAA).
- G. Owners of all based aircraft are required to have liability insurance.
- H. Owners of aircraft based in hangars with multiple aircraft and more than one aircraft owner are required to have hangar keepers insurance in amounts determined by the Commission. (EG: the rear hangar at Chatham only)
- I. Snowplows of any type, except snowplows operated by airport operations personnel, are prohibited from plowing on airport property. Small snow blowers may be used around the owner's aircraft or hangar with the prior permission of airport~~quadrant~~ manager.
- J. All aeronautical users must comply with the airport's Noise Reduction and Abatement, Security, Spill Prevention, and other plans and directive that may be approved by the Commission.

## 2. Security

### ~~A. Badges—~~

~~All individuals entering the Aircraft Operating Area (AOA) must have a Massachusetts Aeronautic Commission approved ID badge, or be escorted by a badged person. Non-Chatham based pilots using the airport after posted hours of normal operation should make prior arrangements with the Airport Manager or his designee.—~~

### ~~B. Proper display of Identification—~~

~~Each person within the SIDA/SA is required to continuously display, above the waist and below the shoulders, and on their outermost garment, an airport issued or airport approved identification medium. This display requirement applies to every individual, without exception, regardless of duties or affiliation. If an individual has been authorized to be in the SIDA but has not been issued an approved airport ID, that person must be under an airport approved escort.—~~

(Not enforceable with manpower available. Has never been a problem at Chatham.)

### ~~C. Vehicle Gates B & D—~~

All vehicles are required to stop after passing through the vehicle gates to prevent piggybacking. Vehicle gates are not to be used as a pedestrian pass gate. To access the AOA on foot, you must go through the pedestrian pass gate located in the front~~rear~~ of the administration building ~~or beside gate B.~~

#### **D. Vehicle Parking**

No vehicles will be permitted in the airport operating areas except when loading, unloading, or performing maintenance on Chatham Municipal Airport based aircraft. After these functions are completed, vehicles must be parked in the main parking lot, ~~in the on-field parking areas located by the EAA trailer or in quadrant four parking lot.~~ No vehicles may be left in any tie-down or grass areas. Hangar lessees can temporarily park their vehicles in their hangar with the doors to the hangars shut, when using their aircraft. Unattended vehicles, not parked in authorized areas, may be towed at the owner's expense.

#### **E. Motor Vehicle Access Privileges**

- 1) Vehicles must be operated by a properly badged person or escorted by a properly badged person. Other vehicles may be authorized by the airport ~~or quadrant~~ manager. The ~~quadrant~~ Airport manager is responsible to determine whether an escort is required.
- 2) Privileges are not transferable.
- 3) The Airport Manager must be notified when a vehicle registration is changed.
- 4) Vehicles carrying hazardous materials are prohibited from entering the airport without Airport Manager's permission
- 5) Unauthorized vehicles will be towed at the owner's expense and the operator's vehicle access privileges will be revoked.
- 6) A properly badged individual must accompany all vehicles entering the airport.
- 7) Unregistered vehicles are forbidden on airport property.
- 8) Operating vehicles on the airport must obey a 15 miles per hour speed limit.

#### **F. Deliveries**

All deliveries to the Chatham Municipal Airport shall first contact the airport ~~or quadrant~~ manager or his designee before entering the AOA. The ~~quadrant~~ manager is responsible to determine whether an escorted is required.

#### **G. Through the Fence**

No off-site aircraft aviation technicians, mechanics, or flight instructors are authorized to enter the airport for the purpose of performing repairs or maintenance on any aircraft or giving flight instructions at the airport for profit, without permission of the Airport Manager.

#### **H. Residential Through-the-Fence (RTTF)**

Aircraft access from residential property abutting the airport is strictly forbidden. (Ref. FAA Interim Policy 76FR15028 dated 3/18/11)

### 3. Aircraft Tie-Downs

- A. All aircraft must be parked or tied down in designated areas only.
- B. ~~Contracting for aircraft tie down space will be by sub lease or lease.~~
- C. Chatham Municipal Airport or its agents are not liable for damage or loss of aircraft and/or contents while at the airport.
- D. It is the aircraft owner's responsibility to ensure that their aircraft is properly secured. Aircraft must be kept locked when not in use. A secondary security device, like a prop lock, is recommended.

### 4. Hangar Use

- A. Chatham Municipal Airport or its agents are not liable for damage or loss of aircraft and/or contents while at the airport.
- B. It is the aircraft owner's responsibility to ensure that their aircraft is properly secured. Aircraft should be kept locked when not in use. A secondary security device, like a prop lock, is recommended. Aircraft owners are strongly encouraged by the Massachusetts Aeronautics Commission to keep their aircraft and/or hangars locked securely at all times
- C. The use of portable combustible hangar heaters or other hazardous machinery is prohibited in aircraft hangars without the approval of the Commission.
- D. Storage of hazardous or flammable materials in aircraft hangars is prohibited, except incidental storage of gas for use in aircraft tugs, provided such gas is stored in an appropriately certified container; and fuel for authorized hangar heating systems.
- E. Hangar doors must also be closed and secured after removing aircraft from hangar and leaving the immediate area,

### 5. Airport Operations

Aircraft must be certified in accordance with Part 21 of the Federal Aviation Regulations to operate at the Chatham Municipal Airport, except in aircraft emergency as defined in FAR 91.3 Responsibility and Authority of the Pilot in Command.

#### A. Hours of Operation

All line services to aeronautical users must be available ~~from 8:00 AM to 5:00 PM~~ during normal business hours, unless the Commission approves an exception.

should be  
in hangar  
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standards

## B. Fuel Dumping

Dumping of fuel on airport property is prohibited. Fuel sample containers that allow recycling of the fuel are to be used.

## C. Traffic Pattern and Operating Procedures

Putting wording in this document means if and/or when FAA does make changes Chatham will have conflicting documents which will require commission to reopening this document.

Also through the RFP process we have learned this is within the FAA area of authority, not individual airports.

### ~~1) Calm Wind Runway~~

~~Flight operations during calm winds (steady state wind speed of 3 knots or less) or variable (if 5 knots or less) will use runway 32 as the active runway.~~

### 2) Traffic Pattern

Chatham Municipal Airport adopts the use of the standard left-hand traffic pattern as defined by FAA Advisory Circular 90-66A.

~~Prior to entering the traffic pattern, aircraft should avoid the flow of traffic until established on the entry leg. For example, the windsock can be checked while at an altitude above the traffic pattern. When the proper traffic pattern direction has been determined, the pilot should then proceed to a point well clear of the pattern before descending to the pattern altitude.~~

~~Arriving aircraft should be at the approximate traffic altitude before entering the traffic pattern. Entry to the downwind leg should be at a 45 degree angle abeam the midpoint of the runway.~~

~~Airplanes are to observe a 1150 foot (MSL) traffic pattern altitude. Large and turbine powered airplanes will enter the traffic pattern at an altitude of 1,500 feet. The pilot may vary the size of the traffic pattern (lateral distance parallel from the centerline of the runway) depending on the aircraft's performance characteristics. Traffic pattern for rotorcraft, gliders and aircraft with a gross weight under 1,200 lbs and less than 85 horsepower is at an altitude of 700 feet (AGL), inside the standard pattern established for the airport.~~

~~Traffic pattern altitude will be maintained until the aircraft is abeam the approach end of the landing runway on the downwind leg.~~

### ~~3) Takeoff and Departure~~

~~Aircraft will use the full length of the runway except when conducting training, such as touch and goes.~~

~~Aircraft on takeoff will continue straight ahead and turn left to 290 degrees when practical. This left turn should not start earlier than the intersection of runway 04-22 and runway 32. Aircraft executing a go-around maneuver will continue straight ahead, beyond the departure end of the runway, with the pilot maintaining awareness of other traffic so as not to conflict with those established in the pattern. In cases where a go-around is caused by an aircraft on the runway, maneuvering parallel to the runway may be required to maintain visual contact with the conflicting aircraft.~~

~~When departing the traffic pattern airplanes will continue straight out or exit with a 45 degree left turn beyond the departure end of the runway after reaching pattern altitude.~~

#### **D. Noise Abatement Procedures**

Noise Abatement Procedures are posted at the end of each runway and on the administration building bulletin board.

##### **~~1) VFR Procedure for aircraft using runway 32~~**

~~Aircraft are to continue straight and turn left to 290 degrees when practical. This left turn should not start earlier than the intersection of runway 04-22 and runway 32 and continue climbing to traffic pattern altitude (thereby avoiding noise sensitive areas). Pilots may elect a straight out departure only if able to maintain 1000 feet AGL. Pilots need to be aware of any traffic entering the traffic pattern prior to commencing a turn. No right hand turns until 1150 ft. MSL. Throughout the traffic pattern, right of way rules apply as stated in FAR 91.113.~~

##### **~~2) VFR Procedure for aircraft using runway 14~~**

~~Upon departure no left turns until 824 ft MSL.~~

#### **E. Communications -Unicom (Radio) Communication**

The Chatham Airport Commission, its employee's and agents are the only persons authorized to communicate on the ground based UNICOM (frequency 122.80 ~~3.00~~ MHz) Pilots inbound for landing traffic should monitor and communicate as appropriate on 122.80 ~~3.00~~ MHz within 10 miles of the airport. If no response is received from UNICOM on 122.80 ~~23.00~~ MHz, pilot should announce his/her intentions in-the-blind when approaching within 10 miles of the airport, when entering downwind, base, final and upon leaving the active runway.

Pilots of aircraft conducting other than arriving or departing operations at altitudes normally used by arriving and departing aircraft should monitor/communicate on 12 2.80 ~~3.00~~ MHz while within 10 miles of the airport unless required to do otherwise by federal air regulations. Such operations include parachute jumping/dropping, transiting the area en route, practicing maneuvers, etc.

Communications at Chatham Municipal Airport will follow the guidelines contained in the Airman's Information Manual (AIM) paragraph 4-1-9.

## **6. Miscellaneous Aeronautical Operations**

Each Aeronautical Operation must be approved by the Chatham Airport Commission before commencement of that activity and sponsors and participants must abide by the following rules:

### **~~A. Balloon Operations~~ Under FAA Control**

- ~~1) The Airport Manager must approve all balloon operations prior to commencement.~~
- ~~2) Balloons will launch from the Chatham Municipal Airport on Runway 4-22.~~
- ~~3) Balloons are restricted to operations from 5:00 AM to 9:00 AM and 4:00 PM – 6:00 PM daily.~~

### **B. Banner Towing Operations**

Based banner towing operations require authorization by the Commission and must meet all the licensing and insurance requirements of running a business as if leasing from the Town.

Banner towing is permitted providing the following requirements are met:

- 1) The Airport Manager must approve all banner towing operations prior to commencement.
- ~~2) No operations shall occur before 9:00AM or after 8:00 PM~~ Under FAA Control
- ~~3) 2) A charge for each operation is to will be levied by the Commission~~ on all banner-towing operations similar to other commercial landing/takeoff fees.
- ~~4) 3) The banner-towing operator will report to the Airport Manager the number of operations each day, on days operations are conducted.~~
- ~~5) The Airport Manager will keep a log of all banner towing operations and tally the estimated amounts due to the Commission each month.~~
- ~~6) The towing operator is required to pay all amounts due in advance, to "The Town of Chatham, Airport Commission". Checks are to be sent to the Chatham Airport Commission, 6 Park Row, Chatham, MA 02048.~~

### **C. Blimp Operations –Under FAA Control**

~~Blimp operations are permitted providing the following requirements are met:–~~

- ~~1) The Airport Manager must approve all blimp moorings prior to commencement.~~
- ~~2) Blimp moorings are allowed in designated areas only.~~  
~~A charge for mooring is to be levied by the Commission.~~



#### **D. Air Meet**

An air meet is a scheduled event or events consisting of a contest, demonstration, or exhibition involving aircraft in flight conducted mainly for the interest of either spectators or contestants (definition 702 CMR 2.01).

- 1) No Air Meet shall be conducted unless, prior to the Air Meet, a ~~detailed schedule of the program and a description of all events is submitted to the~~ request has been made to the Chatham Airport Commission and permission granted. After Chatham Airport Commission approval, a ~~detailed schedule of the program and a description of all events~~ request shall be submitted to the MassDOT/Aeronautics Division for their review and approval, resulting in written permit granted by the MAC (702 CMR 3.07).

### **ARTICLE 6: CONDITIONS APPLICABLE TO ALL-LEASES**

#### **1. Responsibility to the Public**

The lessee, its representatives and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the leased premises that no person on the grounds of sex, race, color or national origin shall be subjected to discrimination in the use of said premises,

In the event of breach of any of the non-discrimination covenants, the Town, or it's duly appointed Commission, shall maintain the right to terminate this agreement and to reenter and repossess all leased premises, and hold same as if said agreement had never been made or issued.

#### **2. Non-Exclusive Rights**

The lessee, its representatives and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the leased premises that this agreement shall not be construed to contain the granting of an exclusive right for the conduct of an aeronautical activity at the Airport and further agrees to comply with all requirements of the Federal Aviation Administration or other authority for non-exclusivity at public airports, and that the Commission shall maintain the right to terminate any agreement and to reenter and repossess all premises and hold same as if said agreement had never been made or issued, without penalty to the Town or its agent in the event of breach of this covenant.

#### **3. Service by Owners or Operators of Aircraft**

The lessee, its representatives and assigns, further covenants and agrees as a covenant running with the leased premises that no right or privilege is granted with this agreement that would operate to prevent or interfere with any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform, provided that such services are performed by

qualified persons with correct and appropriate equipment, are consistent with good housekeeping procedures and safety regulations as may be in effect or established by an appropriate authority, are properly insured, and that in the event of breach of said covenant, the Commission shall maintain the right to terminate this agreement and to re-enter and repossess all leased premises, and hold same as if said agreement had never been made or issued.

#### **4. Request for Use of Land, Property or Facilities**

##### **A. Application**

Any person, firm, or corporation desiring to acquire the use of land, property, or facilities for the purpose of engaging in commercial or non-profit organization aeronautical operations, or desiring to extend or continue agreements already in effect, shall be required to file a written application with the Commission setting forth in detail the following:

- Names and addresses of all principles.
- Proposed use of land, property or facility and service(s) to be offered. .
- Terms and conditions of the proposed agreement.
- Period of time for the proposed operation.
- Description of property or facilities to be used.
- Proposed construction, improvements, or modifications to property or facilities.
- Proposed compensation plan and financial ability to carry out the operation.

##### **B. Process**

The Commission shall be required to consider applications within ninety (90) days following receipt of the application. The Commission may invite open or closed discussion on the proposed operation prior to consideration of the application. Upon approval of an application, in whole or in part, the Commission shall cause to be prepared, through the Office of the Town Counsel, a suitable legal document setting forth the terms and conditions of agreement between the Commission and the applicant. Such document shall in every instance contain language assuring original and continued compliance with these Standards, either directly or by reference for each aeronautical activity approved.

#### **5. Leased Property Improvements**

All permanent or semi-permanent improvements to leased premises, excluding minor repairs and improvements shall be approved by the Commission prior to the commencement of such improvement and shall, at the Commission's sole discretion, become the property of the Town upon completion. Leased property improvements shall be funded in whole by the lessee or in combination with federal and state assistance for qualified improvement projects. Projects intending to use the Town's eligibility for state and federal assistance shall be considered, for purposes of administration, "Improvements to Property Used in Common" and shall be administered at the discretion of the

Commission for the benefit of the general and aviation public on a fair, impartial and non-discriminatory basis. Leased property improvements funded in whole by the lessee may be removed from the premises only with written authorization from the Commission and entirely at the expense of the lessee. Such authorization shall be granted concurrently with approval for such improvement prior to commencement of project activity and shall not be granted any time thereafter. Lessee further agrees that any structure or facility placed upon the Airport shall be constructed in compliance with all federal, state, and municipal regulations, current building codes, and fire regulations; and that any construction will be diligently pursued to completion. It shall be the responsibility of the Commission to ensure that all improvements are funded in whole, by prior payment, insurance bond, government grant, or other source, prior to approval and commencement of the improvement project.

The construction of any improvements on, over, or, under such premises and the furnishing of services thereon, no person on the grounds of sex, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

## **6. Leased Property Maintenance**

Lessees shall be required to provide for all general maintenance required to preserve the leased premises in a state comparable to when received. Maintenance activities shall include but shall not be limited to interior painting, ~~carpentry~~, minor plumbing, minor electrical, ~~roofing, and~~ landscaping, ~~and others~~. Maintenance projects judged by the Commission to be in excess of general, may be deemed Leased Property Improvements or, for purposes of administration, Improvements to Property Used in Common and shall be administered accordingly. Lessees shall be required to provide for the adequate and sanitary handling and disposal, away from the Airport, of all trash and waste materials, and shall provide an adequate supply of waste containers available to users of the leased premises at all times. Landscaping of leased premises shall be required. ~~Proposed agreements shall include a plan for landscaping leased areas and shall be pursued upon approval.~~

## **7. Affirmative Action**

Any firm providing services to or doing business with the Town of Chatham and the Chatham Airport Commission shall adhere to the Town's affirmative action plan for equal employment. Said plan is on file with the Town's affirmative action office.

## **8. Laws and Regulations**

The lessee shall comply with any Federal, State, and local laws and regulations applicable to its conduct and operations on the leased premises. Any building alteration or improvement made by the tenant to the leased premises shall comply with the Massachusetts State Building Code, Massachusetts Architectural Access Board Regulations (MAAB), regulations for the Americans with Disabilities Act (ADA), and other applicable codes and regulations. Where conflicting provisions of

federal, state and local laws apply to any work performed at the leased premises, the more restrictive regulation shall be followed.

The lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, excluded from participation in, denied the benefits of, or be otherwise.

## **9. Policies and Directives**

The lessee shall comply with all airport policies and directives, including but not limited to safety, security, spill prevention, hazardous waste, noise abatement, and noise reduction.

## **10. Right to Relocate**

The Commission reserves the right to develop, expand, renovate, alter, remove, relocate, or otherwise improve any structure or land which is part of the leased premises. To accommodate any future airport development, expansion, renovation, alternation, or other improvement the Commission may relocate lessee from all or a portion of any building or improvement that is part of the leased premises. For any such relocation the Commission must provide, at the Commission's expense, a reasonably comparable structure or improvement to the lessee. Any such relocation by the Commission shall require at least ninety (90) days written notice to the lessee. Pertinent lease provisions shall be revised to conform to new leased premises and the Commission reserves the right to reform the lease accordingly at that time. The lessee shall make no claim for lost revenue or any other loss from such activities.

## **11. Right to Inspect**

The Commission reserves the right to inspect the airport, airport operations, and all airport structures, as the Commission deems necessary. Routine inspections shall be coordinated with the lessee.

## **12. Hazardous Waste**

The lessee shall not cause or permit, or suffer to exist, any oil, hazardous waste or other hazardous material (as defined under applicable law including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 (14 and 33) and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6903(5) and Chapter 21E of the Massachusetts General Laws, all of which is collectively referred to herein as "Hazardous Material"), to be spilled, placed, held, stored, located or disposed of on, under, or about the leased premises, or into the atmosphere, any body of water or any wetlands from the leased premises except in strict compliance with law. Lessee shall notify Commission and Airport Manager immediately upon receipt of any notice, written or oral, of a violation, actual or threatened from any governmental agency, occupant, or operator of the leased premises or from any other person with respect to the

environmental condition of the leased premises, or with respect to the release of Hazardous Material at, upon, under, or within the leased premises, or the ongoing migration of Hazardous Material from neighboring lands onto leased premises. The lessee, upon learning of the existence of Hazardous Material on the leased premises, shall immediately take all action required to obtain all governmental approvals required for the cleanup of such Hazardous Material and carry out such cleanup at lessee's sole cost and expense. Except however, lessee's obligation to obtain such approvals and carryout such cleanup shall arise only in connection with a release of Hazardous Material that occurs during lessee's occupancy only and as a result of acts or omissions of lessee or its employees, agents, invitees, subcontractors or other parties at or near the leased premises in connection with lessee's tenancy. Lessee agrees that if it or anyone claiming under it shall generate upon, store upon, dispose of, or transfer to and from the leased premises any Hazardous Materials, it shall forthwith remove the same from the leased premises in the manner provided by applicable law, unless permitted by law to be so stored, regardless of when such Hazardous Materials shall be discovered. Furthermore, lessee shall forthwith repair and restore any portion of the premises which it shall disturb in so removing said Hazardous Materials to the condition which existed prior to lessee's disturbance thereof. This section shall survive the expiration or other termination of the Lease, and lessee agrees that in addition to any other remedies, which Town may have at law or in equity to enforce this section after the termination of this Lease, Town shall have the remedy hereinafter set forth. If lessee shall at any time breach or default in the performance of any of the obligations, covenants, or agreements of lessee under this section, Town shall have the right to enter upon the premises and to perform such obligations of the Town including the payment of money and the performance of any other act. All sums so paid by the Town and all necessary incidental costs and expenses in connection therewith shall be deemed to be additional rent under this lease which shall be payable to Town immediately upon demand.

### **13. Encumbrances**

The lessee shall not mortgage or otherwise encumber any portion of the leased premises including fixtures placed thereon by lessee during the term of the Lease.

### **14. Abatement for Governmental Closure**

In the event that the United States of America, the Commonwealth of Massachusetts or the Town of Chatham orders the closure of the Chatham Municipal Airport to non-military users for a period exceeding ten (10) days, the rent due hereunder shall be abated ratably for the time during which the airport is so closed.

### **15. Minimum Rates and Other Charges**

The following rates and fee schedule represent the minimum compensation for specific activities and shall apply to all future leases or use agreements between the Town and operating parties:

### **A. Pricing**

All charges for services or products furnished shall be fair, reasonable, and not unjustly discriminatory; recognizing, however, reasonable and non-discriminatory discounts, rebates, or other similar types of reduced pricing that may be allowed to volume purchasers.

### **B. Lease Rates**

Lease rates for buildings or other facilities shall be established individually according to size, location, and condition of the structure or facility.

Minimum requirements and operating rates for non-based scheduled commuter service carriers shall be established and promulgated as required.

Non-Commercial Aeronautical and Non-Aeronautical Operations:

Non-Commercial aeronautical operations or non-aeronautical activities may be permitted on the Airport at the discretion of the Commission insofar as these activities are compatible with other operations providing goods and services for the benefit of the general and aviation public and provided that lease agreements with such activities shall not encumber Airport properties designated lease rates for non-commercial aeronautical activities or non-aeronautical operations shall be established and promulgated as required.

### **C. Incentives**

In order to promote development and improvement activity at the Airport consistent with the objectives stated above, exemptions to this schedule may be granted or offered at the discretion of the Commission. The exemption shall be equal to the cost of the improvement and shall be amortized over a period not to exceed the duration of the lease agreement and is applicable to those improvements not funded through federal or state airport development programs. In those cases where an exemption is granted due to an Operator's assumption of Airport maintenance responsibilities, such exemption shall not exceed the actual maintenance expense incurred by the Operator.

## **16. Reporting and Other Requirements for Commercial Operations**

### **A. Payment Provisions**

Lease payments or other compensation shall be made regularly in a timely fashion in accordance with specific provisions of the lease agreement.

### **B. Access and Inspection**

All operators, lessees, or tenants under lease or contract with the ~~Town~~Commission, may be required to submit annually to the Commission, a report and statement of operations, ~~including all financial~~

statements normally prepared in good accounting practice, audited by a public accounting firm, at the expense of the operator, lessee, or tenant. In addition, the operator, lessee or tenant shall provide to the Commission, or its designated agent upon written request by the Commission, ready access to financial and operating records for special audit purposes; such right to be exercised reasonably by the Commission and for good cause as judged by the Commission in the event of dispute.

#### **C. Escalation Clause—**

~~Starting at the first anniversary of the lease the rent shall be adjusted annually to reflect any increase, but not decrease, in the percentage increase in the Boston Area Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, published by the United States Bureau of Labor Statistics, for the twelve months immediately preceding each anniversary date of the lease.~~ Lease negotiations happen at contract time, not here.

#### **D. Applicable Law**

All business activities shall be conducted and governed in accordance with the laws of the Commonwealth of Massachusetts. All aeronautical operations shall be conducted and governed by the Federal Aviation Regulations, the Commonwealth of Massachusetts Rules and Regulations, and the Chatham Airport Commission's Directive and Operating Rules and Regulations, as may be amended from time to time.

### **ARTICLE 7: MINIMUM LEASE REQUIREMENTS**

Prospective Lease Operators must submit to the Airport the following information prior to entering into an Agreement with the Airport Commission or airport manager:

A. A detailed business plan that adequately describes the scope of the intended operation and the approach to be utilized in performing the CAO in order to provide high quality service to general aviation patrons and the general public.

B. A statement from a bank, trust company or other source acceptable to the Commission evidencing the financial responsibility of the prospective Operator.

C. A statement of past experience that establishes that the prospective Operator is qualified to perform the Operator proposes to perform.

#### **1. Aircraft Rental or Sales**

##### **A. Leased Area**

The Operator shall lease from the Town of Chatham an area determined by the Commission to be adequate to properly conduct the lessee's business.



## **B. Insurance**

The Operator performing the services under this category will be required to carry the types of insurance necessary to protect the customers, the Commission, and the Town and airport manager.

## **2. Flight Instruction and Ground Training**

The tenant must maintain a flight school for fixed wing aircraft, which shall conform to the following requirements:

### **A. FAA Requirements**

The Operator of a flight school must meet all requirements of the Federal Aviation Administration (FAA) Part 61, at a minimum.

### **B. Aircraft**

- 1) Single Engine: The flight school shall have a minimum of ~~three (3)~~ one (1) single engine aircraft, based on site, at all times, for instructional purposes.
- ~~2) IFR: One of the aircraft defined above shall be IFR rated and based on site.~~

### **C. Instructors**

The flight school shall have at least ~~two~~ one certified flight instructors (CFI), who shall be on call ~~available~~ for duty during usual business hours.

### **D. Cause**

Failure to maintain a flight school meeting the needs of the public, as determined by the Commission, or falling below the minimum requirement outlined in this document, shall be considered cause for termination of the lease.

### **E. Insurance**

The Operator performing the services under this category will be required to carry the types of insurance necessary to protect the Operator ,customers, the Commission and airport manager.

## **3. Fuel Sales**

The commission may operate the fuel farm for fuel sales, or contract the sale of fuel through a lease or contract. The following applies if the commission chooses to lease or contract the sales of aircraft fuel.



#### **a. Fuel Farm**

The Operator shall operate the existing ~~8000-gallon~~ fuel farm at the airport with due regard for operational requirements for the refueling of aircraft.

#### **b. Trained Personnel**

The Operator shall have available sufficient numbers of properly trained individuals in aircraft refueling, and must keep a permanent record of such training.

#### **c. Insurance**

The Operator performing the services under this category will be required to carry the types of insurance necessary to protect the customers, the Commission, and the Town.

### **~~4. Self-Fueling Operations~~**

~~Those persons wishing to self-fuel shall adhere to the following policies, procedures and operator restrictions: Self-fueling refers to an individual who wants to bring their own fuel onto the airport to fuel their aircraft.~~

#### **~~A. Permit~~**

~~Self-fueling operations shall be governed by a permit issued annually by the Chatham Airport Commission. A permit must be issued for each aircraft registration number based at the airport wishing to utilize self-fueling operations in order to ensure that all such persons are adequately informed of those policies and procedures designed to minimize the environmental and safety hazards associated with such operations.~~

#### **~~B. Flow Fee~~**

~~All self-fueling operators (i.e. individuals or organizations not fueling their own aircraft) must pay to the airport a per gallon flowage fee to be established, reviewed and changed at the Chatham Airport Commission's discretion, for fuel dispensed at the airport.~~

#### **C. Fuel Storage**

The storage of Mogas or Avgas in any building shall not exceed (12) twelve gallons. Any single container shall not exceed (6) six gallons. Storage shall be in compliance with all Federal, State and City Laws, regulations and advisories.

The maximum allowable container size for transport and servicing shall not exceed six (6) US Gallons, and must be a container approved for such use by the US Department of Transportation.

~~The transfer from the storage or supply tank of a ground-based vehicle is not permitted.~~

#### **~~D. Rules for self fueling—~~**

- ~~1) All fueling of aircraft shall be performed only in the area designated by the Airport Manager, and approved by the Commission, as appropriate for such activities. The storage of refueling vehicles and the fueling of aircraft within hangar buildings is strictly prohibited. No fueling of aircraft is permitted in quadrant four.—~~
- ~~2) The use of electric pumps is prohibited.—~~
- ~~3) The use of Mogas in lieu of Avgas shall be restricted to those certified aircraft which have valid and effective Supplemental Type Certificates (STC) authorizing MOGAS as a fuel, and shall be utilized in compliance with the conditions set forth in said STC or other provisions of the FAR's.—~~
- ~~4) Transportation of Avgas or Mogas onto or off the field must be done in accordance with regulations established by the Fire Marshall, the Department of Transportation and other appropriate authority.—~~
- ~~5) All self fueling operations shall be conducted in accordance with federal, state and local laws, regulations, ordinances, conditions, orders and advisories.—~~
- ~~6) The quality of fuel being received, stored, handled and dispensed shall be maintained to manufacturer's/refinery's specifications and in accordance with manufacturers' or refinery's guidelines and recommended practices.—~~
- ~~7) Users shall keep the fueling area clean and free of vegetation, snow, debris and hazardous conditions.—~~
- ~~8) All individuals engaged in the practice of self fueling shall have adequate materials and trained personnel available for the cleanup of fuel spills. The equipment necessary shall include, but not be limited to adequate and accessible amounts of absorbent materials, shovel, broom, and disposal containers. All financial responsibility for the cleanup and remediation of fuel spills associated with the operation is that of the Operator and its principals.—~~
- ~~9) An aircraft owner, who wished to self fuel their aircraft, must provide to the Chatham Municipal Airport Commission and Airport Manager a fueling plan outlining the fuel tank, fuel container, fueling facility, fueling safety and environmental procedures to be utilized by the aircraft owner for the delivery and dispensing of fuel into their aircraft. The aircraft owner must also show proof that the fuel container(s) are used solely for the specific fuel product to eliminate the possibility of co-mingling of product.—~~
- ~~10) Must show proof of compliance with all applicable FAA Advisory circulars, Aviation industry fueling standards (filter types, etc...) safety and environmental rules, regulations and procedures.—~~
- ~~11) Must show evidence of ownership or lease of the aircraft being serviced.—~~
- ~~12) Provide general Liability insurance in amounts and types as determined by the Commission. The Town of Chatham, Chatham Airport Commission, and Airport Manager shall be named as additional insured.—~~
- ~~13) Provide copies of all appropriate permits to the Airport Manager.—~~

~~14) Each individual choosing to refuel his/her own aircraft must be equipped with one 15 pound (1) fire extinguisher that meets or exceeds a 4A-30 BC rating and one (1) 15-pound CO/2 fire extinguisher.—~~

~~15) Failure to follow these standards may result in the cancellation of the right to self-fuel.—~~

## **5. Airframe and Powerplant Repair Facilities**

### **A. Leased Premises**

~~The leased premises consist of the a minimum of 4500 square foot maintenance hangar, and a minimum of 4000 square foot parcel of adjacent land.—~~

### **B. Certification**

The Operator shall provide FAA certified airframe and power plant mechanics with experience in general aviation, in sufficient quantity to meet the needs of the airport, including one with FAA “IA” rating.

### **C. Insurance**

The Operator performing the services under this category will be required to carry the types of insurance necessary to protect the customers, the Commission, ~~and~~ the Town [and airport manager](#).

## **6. Radio, Instrument, or Aircraft Accessory Repair Station**

### **A. Personnel**

The Operator shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than one (1) person who is a Federal Aviation Administration rated radio, instrument, or aircraft accessory repairman.

### **B. Insurance**

The Operator performing the services under this category will be required to carry the types of insurance necessary to protect the customers, the Commission, ~~and~~ the Town [and airport manager](#).

## **7. Specialized Commercial Flying Services**

Crop dusting, aerial application, or other commercial uses of chemicals are not allowed without written permission of the Airport Commission. The Commission may require evidence of proper permits and licenses from appropriate authorities.

Parachuting operations shall be conducted in accordance with [FAA FAR's](#), ~~state, and federal operating regulations, and with procedures recommended and/or mandated by a nationally recognized parachuting organization. Drop zones shall be permitted within the boundaries of the local airport~~

~~area only upon written agreement between the Airport Commission, Manager and the parachuting organization and with written recommended approval from the General Aviation District Office of the Federal Aviation Administration and the Massachusetts Aeronautics Commission, only if in the judgment of the Commission such drop zone will not hinder, impede or threaten the safety of other general aviation operations.~~

The Operator performing the services under this category will be required to carry the types of insurance necessary to protect the customers, the Commission, Airport Manager and the Town.

## **8. Flying Clubs and Other Non-Commercial Aeronautical operations**

The following requirements apply to all flying clubs and other non-commercial aeronautical operations desiring to base their aircraft on the Airport and be exempt from Article 4 Requirements (Minimum Rates and Charges).

### **A. Aeronautical Club Organizations**

Each club must be a non-profit Massachusetts corporation or partnership or demonstrably affiliated with same.

### **B. Aircraft**

The club's aircraft will not be used by other than bona fide members for rental and by no one for hire, charter, air taxi, or other commercial operations.

### **C. Violations**

In the event that the club fails to comply with these conditions, the Airport Commission will notify the club in writing of such violations. If the club fails to correct the violation within fifteen (15) days, the Commission may take any action deemed advisable, including suspension of privileges at the Airport.

### **D. Insurance**

The Operator performing the services under this category will be required to carry the types of insurance necessary to protect the customers, the Commission, and the Town.

### **E. Student Instruction**

Student instruction may be given in club aircraft to club members provided such instruction is given by a lessee based on the airport that provides flight training or by an instructor who shall not receive remuneration in any manner for such service.

**Adopted by Chatham Airport Commission on Month Day, 2015**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved by:

\_\_\_\_\_  
Massachusetts Aeronautics Division

\_\_\_\_\_  
Date

## **Schedule A – Certification and Insurance Requirements for based operators**

~~Quadrant one~~ Management Service Agreement(FBO) / operation refer to lease

~~Quadrant four operation refer to lease~~

Aircraft & airframe maintenance refer to lease

Other approved business operations refer to business agreement and/or lease

Through the fence operations – None allowed.....

### **A. All:**

The Operator will procure and maintain, during the term of the Agreement, insurance of the types and in the minimum limits determined by the Airport Commision for the prospective operation.

Workers' Compensation Insurance Policies: The operator shall furnish the Airport Commission, through the Airport Manager, with certificates of insurance showing that its employees, if any, who are connected with the performance of the operations at Chatham Municipal Airport, are protected under Workers' Compensation Insurance Policies, in statutory amounts.

Automobile Insurance: The operator shall furnish the Airport Commission, through the Airport Manager, with certificates of insurance, from an insurance company acceptable to the Airport Commission, providing a limit of liability not less than those specified as follows. Bodily Injury Liability of not less than three hundred thousand dollars (\$~~3~~100,000.00). Such insurance is to include claims arising out of vehicles owned by the operator, hired by the operator, owed by others acting on behalf of or under the direction of operator.

### **B. Aircraft Maintenance:**

Certification: Proof of FAA certification for airframe and power plant mechanics.

Insurance: Completed operations/product liability insurance in the amounts of: Bodily Injury Liability of not less than \$100,000 per person, \$300,000 per accident/occurrence; property damage of not less than \$100,000 per accident/occurrence.

### **C. Avionics Repair:**

Certification: Proof of FAA/FCC certification for avionics installation, maintenance, and repair.

Insurance: Completed operations/product liability insurance in the amounts of: Bodily Injury Liability of not less than \$100,000 per person, \$300,000 per accident/occurrence; property damage of not less than \$100,000 per accident/occurrence.

**D. Aircraft Accessory Repair:**

Certification: Proof of FAA and/or FCC certification for appropriate aircraft accessory installation, maintenance, and repair.

Insurance: Completed operations/product liability insurance in the amounts of: Bodily Injury Liability of not less than \$100,000 per person, \$300,000 per accident/occurrence; property damage of not less than \$100,000 per accident/occurrence.

**E. Flight Training:**

Certification: The operator shall furnish the Airport Commission, through the Airport Manager, copies of all applicable certifications for flight training operations and instructors; and provide airworthiness certificates on all aircraft provided for instructional purposes.

Insurance: Provide proof of aircraft operations comprehensive general liability insurance, in the amount of ~~three~~one million dollars (\$~~13~~,000,000.00) naming the Chatham Airport Commission and its individual members, and the Airport Manager, as additional named insured: